

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK-----X
CALVIN FLING,

Index No.: _____/19

Date Filed: _____/19

Plaintiff,

SUMMONS

-against-

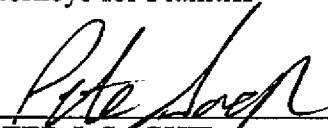
Plaintiff designates New
York County as the place of
trial.THE CITY OF NEW YORK, BOARD OF EDUCATION OF
THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK,
THE BOARD OF EDUCATION OF THE CITY OF NEW YORK,
and THE NEW YORK CITY DEPARTMENT OF EDUCATION,

Basis of venue: CPLR 504(3)

Defendants.
-----X

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the plaintiff's attorneys within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
November 15, 2019Yours etc.,
GAIR, GAIR, CONASON, RUBINOWITZ, BLOOM,
HERSHENHORN, STEIGMAN & MACKAUF
Attorneys for Plaintiff
PETER J. SAGHIR
80 Pine Street, 34th Floor
New York, New York 10005
(212) 943-1090

TO: See Attached Service Rider

SERVICE RIDER

THE CITY OF NEW YORK

100 Church Street

New York, NY 10007

BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK

52 Chambers Street

New York, NY 10007

THE BOARD OF EDUCATION OF THE CITY OF NEW YORK

52 Chambers Street

New York, NY 10007

THE NEW YORK CITY DEPARTMENT OF EDUCATION

52 Chambers Street

New York, NY 10007

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
CALVIN FLING,

Index No.: _____/19

Plaintiff,

VERIFIED COMPLAINT

-against-

THE CITY OF NEW YORK, BOARD OF EDUCATION OF
THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK,
THE BOARD OF EDUCATION OF THE CITY OF NEW YORK, and
THE NEW YORK CITY DEPARTMENT OF EDUCATION,

Defendants.
-----X

Plaintiff, complaining of the defendants, by and through his attorneys, GAIR,
GAIR, CONASON, RUBINOWITZ, BLOOM, HERSHENHORN, STEIGMAN & MACKAUF,
respectfully shows to this Court and alleges as follows:

1. Upon information and belief, that at all times herein mentioned, defendant, THE
CITY OF NEW YORK, was and still is a municipal corporation duly organized and existing
under and by virtue of the laws of the State of New York.

2. Upon information and belief, that at all times herein mentioned, defendant, THE
CITY OF NEW YORK, owned a school known as PS 92 located at 222 W 134th Street, New
York, NY 10030.

3. Upon information and belief, that at all times herein mentioned, defendant, THE
CITY OF NEW YORK, its agents, servants and employees managed, maintained, operated and
controlled the aforesaid school known as PS 92 located at 222 W 134th Street, New York, NY
10030.

4. Upon information and belief, that at all times herein mentioned, defendant, THE
CITY OF NEW YORK, held itself out to the public as the owner of PS 92 located at 222 W

134th Street, New York, NY 10030.

5. Upon information and belief, that at all times herein mentioned, defendant, THE CITY OF NEW YORK, held itself and its agents, servants and employees out to the public as those who managed, maintained, operated and controlled PS 92 located at 222 W 134th Street, New York, NY 10030.

6. Upon information and belief, that at all times herein mentioned, defendant, BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK, was and still is a municipal corporation duly organized and existing under and by virtue of the laws of the State of New York.

7. Upon information and belief, that at all times herein mentioned, defendant, BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK, is an agency of defendant, THE CITY OF NEW YORK.

8. Upon information and belief, that at all times herein mentioned, defendant, THE CITY OF NEW YORK, its agents, servants and employees managed, maintained, operated and controlled defendant, BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK.

9. Upon information and belief, that at all times herein mentioned, defendant, BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK, owned a school known as PS 92 located at 222 W 134th Street, New York, NY 10030.

10. Upon information and belief, that at all times herein mentioned, defendant, BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK, its agents, servants and employees managed, maintained, operated and controlled the aforesaid school known as PS 92 located at 222 W 134th Street, New York, NY 10030.

11. Upon information and belief, that at all times herein mentioned, defendant, BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK, held itself out to the public as the owner of PS 92 located at 222 W 134th Street, New York, NY 10030.

12. Upon information and belief, that at all times herein mentioned, defendant, BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK, held itself and its agents, servants and employees out to the public as those who managed, maintained, operated and controlled PS 92 located at 222 W 134th Street, New York, NY 10030.

13. Upon information and belief, that at all times herein mentioned, defendant, THE BOARD OF EDUCATION OF THE CITY OF NEW YORK, was and still is a municipal corporation duly organized and existing under and by virtue of the laws of the State of New York.

14. Upon information and belief, that at all times herein mentioned, defendant, THE BOARD OF EDUCATION OF THE CITY OF NEW YORK, is an agency of defendant, THE CITY OF NEW YORK.

15. Upon information and belief, that at all times herein mentioned, defendant, THE CITY OF NEW YORK, its agents, servants and employees managed, maintained, operated and controlled defendant, THE BOARD OF EDUCATION OF THE CITY OF NEW YORK.

16. Upon information and belief, that at all times herein mentioned, defendant, THE BOARD OF EDUCATION OF THE CITY OF NEW YORK, owned a school known as PS 92 located at 222 W 134th Street, New York, NY 10030.

17. Upon information and belief, that at all times herein mentioned, defendant, THE

BOARD OF EDUCATION OF THE CITY OF NEW YORK, its agents, servants and employees managed, maintained, operated and controlled the aforesaid school known as PS 92 located at 222 W 134th Street, New York, NY 10030.

18. Upon information and belief, that at all times herein mentioned, defendant, THE BOARD OF EDUCATION OF THE CITY OF NEW YORK, held itself out to the public as the owner of PS 92 located at 222 W 134th Street, New York, NY 10030.

19. Upon information and belief, that at all times herein mentioned, defendant, THE BOARD OF EDUCATION OF THE CITY OF NEW YORK, held itself and its agents, servants and employees out to the public as those who managed, maintained, operated and controlled PS 92 located at 222 W 134th Street, New York, NY 10030.

20. Upon information and belief, that at all times herein mentioned, defendant, THE NEW YORK CITY DEPARTMENT OF EDUCATION, was and still is a municipal corporation duly organized and existing under and by virtue of the laws of the State of New York.

21. Upon information and belief, that at all times herein mentioned, defendant, THE NEW YORK CITY DEPARTMENT OF EDUCATION, is an agency of defendant, THE CITY OF NEW YORK.

22. Upon information and belief, that at all times herein mentioned, defendant, THE CITY OF NEW YORK, its agents, servants and employees managed, maintained, operated and controlled defendant, THE NEW YORK CITY DEPARTMENT OF EDUCATION.

23. Upon information and belief, that at all times herein mentioned, defendant, THE NEW YORK CITY DEPARTMENT OF EDUCATION, owned a school known as PS 92 located at 222 W 134th Street, New York, NY 10030.

24. Upon information and belief, that at all times herein mentioned, defendant, THE

NEW YORK CITY DEPARTMENT OF EDUCATION, its agents, servants and employees managed, maintained, operated and controlled the aforesaid school known as PS 92 located at 222 W 134th Street, New York, NY 10030.

25. Upon information and belief, that at all times herein mentioned, defendant, THE NEW YORK CITY DEPARTMENT OF EDUCATION, held itself out to the public as the owner of PS 92 located at 222 W 134th Street, New York, NY 10030.

26. Upon information and belief, that at all times herein mentioned, defendant, THE NEW YORK CITY DEPARTMENT OF EDUCATION, held itself and its agents, servants and employees out to the public as those who managed, maintained, operated and controlled PS 92 located at 222 W 134th Street, New York, NY 10030.

27. Upon information and belief, that at all times herein mentioned, Ronald Lewis was a teacher at PS 92 located at 222 W 134th Street, New York, NY 10030.

28. Upon information and belief, that at all times herein mentioned, Ronald Lewis had an office on the premises of PS 92 located at 222 W 134th Street, New York, NY 10030.

29. Upon information and belief, that at all times herein mentioned, Ronald Lewis was acting as an agent of defendant, THE CITY OF NEW YORK.

30. Upon information and belief, that at all times herein mentioned, Ronald Lewis was an employee of defendant, THE CITY OF NEW YORK.

31. Upon information and belief, that at all times herein mentioned, Ronald Lewis was acting in the course and scope of his employment with defendant, THE CITY OF NEW YORK.

32. Upon information and belief, that at all times herein mentioned, defendant, THE CITY OF NEW YORK, hired Ronald Lewis.

33. Upon information and belief, that at all times herein mentioned, defendant, THE CITY OF NEW YORK, retained Ronald Lewis.

34. Upon information and belief, that at all times herein mentioned, defendant, THE CITY OF NEW YORK, supervised Ronald Lewis.

35. Upon information and belief, that at all times herein mentioned, Ronald Lewis was acting as an agent of defendant, BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK.

36. Upon information and belief, that at all times herein mentioned, Ronald Lewis was an employee of defendant, BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK.

37. Upon information and belief, that at all times herein mentioned, Ronald Lewis was acting in the course and scope of his employment with defendant, BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK.

38. Upon information and belief, that at all times herein mentioned, defendant, BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK, hired Ronald Lewis.

39. Upon information and belief, that at all times herein mentioned, defendant, BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK, retained Ronald Lewis.

40. Upon information and belief, that at all times herein mentioned, defendant, BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK, supervised Ronald Lewis.

41. Upon information and belief, that at all times herein mentioned, Ronald Lewis

was acting as an agent of defendant, THE BOARD OF EDUCATION OF THE CITY OF NEW YORK.

42. Upon information and belief, that at all times herein mentioned, Ronald Lewis was an employee of defendant, THE BOARD OF EDUCATION OF THE CITY OF NEW YORK.

43. Upon information and belief, that at all times herein mentioned, Ronald Lewis was acting in the course and scope of his employment with defendant, THE BOARD OF EDUCATION OF THE CITY OF NEW YORK.

44. Upon information and belief, that at all times herein mentioned, defendant, THE BOARD OF EDUCATION OF THE CITY OF NEW YORK, hired Ronald Lewis.

45. Upon information and belief, that at all times herein mentioned, defendant, THE BOARD OF EDUCATION OF THE CITY OF NEW YORK, retained Ronald Lewis.

46. Upon information and belief, that at all times herein mentioned, defendant, THE BOARD OF EDUCATION OF THE CITY OF NEW YORK, supervised Ronald Lewis.

47. Upon information and belief, that at all times herein mentioned, Ronald Lewis was acting as an agent of defendant, THE NEW YORK CITY DEPARTMENT OF EDUCATION.

48. Upon information and belief, that at all times herein mentioned, Ronald Lewis was an employee of defendant, THE NEW YORK CITY DEPARTMENT OF EDUCATION.

49. Upon information and belief, that at all times herein mentioned, Ronald Lewis was acting in the course and scope of his employment with defendant, THE NEW YORK CITY DEPARTMENT OF EDUCATION.

50. Upon information and belief, that at all times herein mentioned, defendant, THE

NEW YORK CITY DEPARTMENT OF EDUCATION, hired Ronald Lewis.

51. Upon information and belief, that at all times herein mentioned, defendant, THE NEW YORK CITY DEPARTMENT OF EDUCATION, retained Ronald Lewis.

52. Upon information and belief, that at all times herein mentioned, defendant, THE NEW YORK CITY DEPARTMENT OF EDUCATION, supervised Ronald Lewis.

53. Upon information and belief, that at all times herein mentioned, defendant, THE CITY OF NEW YORK, was responsible for the staffing and hiring at PS 92 located at 222 W 134th Street, New York, NY 10030.

54. Upon information and belief, that at all times herein mentioned, defendant, THE CITY OF NEW YORK, did the hiring and staffing at PS 92 located at 222 W 134th Street, New York, NY 10030.

55. Upon information and belief, that at all times herein mentioned, defendant, BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK, was responsible for the staffing and hiring at PS 92 located at 222 W 134th Street, New York, NY 10030.

56. Upon information and belief, that at all times herein mentioned, defendant, BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK, did the hiring and staffing at PS 92 located at 222 W 134th Street, New York, NY 10030.

57. Upon information and belief, that at all times herein mentioned, defendant, THE BOARD OF EDUCATION OF THE CITY OF NEW YORK, was responsible for the staffing and hiring at PS 92 located at 222 W 134th Street, New York, NY 10030.

58. Upon information and belief, that at all times herein mentioned, defendant, THE

BOARD OF EDUCATION OF THE CITY OF NEW YORK, did the hiring and staffing at PS 92 located at 222 W 134th Street, New York, NY 10030.

59. Upon information and belief, that at all times herein mentioned, defendant, THE NEW YORK CITY DEPARTMENT OF EDUCATION, was responsible for the staffing and hiring at PS 92 located at 222 W 134th Street, New York, NY 10030.

60. Upon information and belief, that at all times herein mentioned, defendant, THE NEW YORK CITY DEPARTMENT OF EDUCATION, did the hiring and staffing at PS 92 located at 222 W 134th Street, New York, NY 10030.

61. Upon information and belief, that at all times herein mentioned, Ronald Lewis had complaints of sexual abuse made against him.

62. Upon information and belief, that at all times herein mentioned, defendants, their agents, servants and employees knew or should have known of the aforesaid complaints of sexual abuse against Ronald Lewis.

63. Upon information and belief, that at all times herein mentioned, Ronald Lewis was a known sexual abuser of children.

64. Upon information and belief, that at all times herein mentioned, defendant, THE CITY OF NEW YORK, received complaints that Ronald Lewis had been a sexual abuser of children.

65. Upon information and belief, that at all times herein mentioned, defendant, BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK, received complaints that Ronald Lewis had been a sexual abuser of children.

66. Upon information and belief, that at all times herein mentioned, defendant, THE BOARD OF EDUCATION OF THE CITY OF NEW YORK, received complaints that Ronald

Lewis had been a sexual abuser of children.

67. Upon information and belief, that at all times herein mentioned, defendant, THE NEW YORK CITY DEPARTMENT OF EDUCATION, received complaints that Ronald Lewis had been a sexual abuser of children.

68. Upon information and belief, that at all times herein mentioned, defendants, their agents, servants and employees, knew or should have known that Ronald Lewis had been the subject of complaints of sexual abuse.

69. Upon information and belief, that at all times herein mentioned, defendants, their agents, servants and employees, knew or should have known that Ronald Lewis was a known sexual abuser of children.

70. Upon information and belief, that at all times herein mentioned, defendants, their agents, servants and employees, could reasonably have anticipated that Ronald Lewis's sexual abuse complaints and sexual abuse of children would be likely to result in injury to others.

71. Upon information and belief, that at all times herein mentioned, defendants, their agents, servants and employees failed to investigate the aforesaid complaints against Ronald Lewis.

72. Upon information and belief, that at all times herein mentioned, defendants, their agents, servants and employees failed to properly, adequately and thoroughly investigate the aforesaid complaints against Ronald Lewis.

73. Upon information and belief, that at all times herein mentioned, defendants, their agents, servants and employees failed to report or refer the aforesaid complaints made against Ronald Lewis to the police or any other agency to be investigated.

74. Upon information and belief, that at all times herein mentioned, defendants, their

agents, servants and employees carelessly, negligently and recklessly ignored and dismissed the aforesaid complaints against Ronald Lewis.

75. Upon information and belief, that at all times herein mentioned, the aforesaid complaints against Ronald Lewis had merit.

76. Upon information and belief, that at all times herein mentioned, defendants, their agents, servants and employees, knew or should have known that the aforesaid complaints against Ronald Lewis had merit.

77. That at all times herein mentioned, defendants, THE CITY OF NEW YORK, BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK, THE BOARD OF EDUCATION OF THE CITY OF NEW YORK, and, THE NEW YORK CITY DEPARTMENT OF EDUCATION, failed to establish policies and procedures directed towards protecting minors from sexual abuse.

78. That at all times herein mentioned, plaintiff, CALVIN FLING, was enrolled as a student at PS 92 located at 222 W 134th Street, New York, NY 10030.

79. From approximately 1966 to 1967, Ronald Lewis was sexually abused plaintiff, CALVIN FLING, while plaintiff was still an infant, on school property at PS 92 located at 222 W 134th Street, New York, NY 10030.

80. The aforesaid abuse constituted a sexual offense as defined in article one hundred thirty of the penal law committed against a child less than eighteen years of age, or the use of a child in a sexual performance as defined in section 263.05 of the penal law, or a predecessor statute that prohibited such conduct at the time of the act, which conduct was committed against a child less than eighteen years of age.

81. From approximately 1966 to 1967 defendants, their agents, servants and

employees knew or should have known that Ronald Lewis was sexually abusing plaintiff, CALVIN FLING, while plaintiff was still an infant.

82. From approximately 1966 to 1967 defendants, their agents, servants and employees knew or should have known that Ronald Lewis was sexually abusing plaintiff, CALVIN FLING, while plaintiff was still an infant, on school property at PS 92 located at 222 W 134th Street, New York, NY 10030, and other locations.

83. Upon information and belief, that at all times herein mentioned, defendants, their agents, servants and employees knew or should have known that the sexual abuse by Ronald Lewis of plaintiff, CALVIN FLING, while plaintiff was still an infant, was ongoing.

84. Defendants, THE CITY OF NEW YORK, BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK, THE BOARD OF EDUCATION OF THE CITY OF NEW YORK, and, THE NEW YORK CITY DEPARTMENT OF EDUCATION, trained and instructed Ronald Lewis for his employment at PS 92.

85. Upon information and belief, that at all times herein mentioned, Ronald Lewis was under the direct supervision and control of defendants, THE CITY OF NEW YORK, BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK, THE BOARD OF EDUCATION OF THE CITY OF NEW YORK, and, THE NEW YORK CITY DEPARTMENT OF EDUCATION, when he performed the wrongful acts described herein.

86. That the aforesaid occurrences were caused or contributed to by the negligence, carelessness and recklessness and the willful, wanton, and grossly negligent conduct of the defendants, their agents, servants and/or employees, in: selecting, hiring, contracting and retaining Ronald Lewis to work with the plaintiff while plaintiff was still an infant and other

children when it was known or should have been known to the defendants herein that Ronald Lewis had a history of complaints made against him and a propensity to sexually abuse children and in fact had sexually abused children; selecting, hiring, contracting and retaining Ronald Lewis when it was known or should have been known to the defendants herein that he did not possess the requisite skills or qualifications to work with children; failing to properly and adequately supervise the conduct of Ronald Lewis as it related to the plaintiff while plaintiff was still an infant and other children when it was known or should have been known to the defendants herein that Ronald Lewis had a history of complaints made against him and a propensity to sexually abuse children and in fact had sexually abused children; failing to warn or advise the plaintiff, who was still an infant, his parents and others of Ronald Lewis's propensity to sexually abuse children and of the fact that he had sexually abused children whom he came in contact with by and through his roles at PS 92; causing, permitting and allowing the sexual abuse to continue; failing to take any measures to stop the sexual abuse when it was known or should have been known to the defendants herein that the sexual abuse was continuing and ongoing; failing to establish adequate and effective professional training and educational programs and procedures for their employees calculated to prevent the sexual abuse of children; failing to implement any measures or take any steps to prevent Ronald Lewis from sexually abusing the plaintiff while the plaintiff was still an infant when it was known or should have been known to the defendants herein that Ronald Lewis had a history of complaints of sexual abuse made against him and a propensity to sexually abuse children and in fact had sexually abused children; failing to make any inquiry into the background of Ronald Lewis before selecting, hiring, contracting and retaining him; failing to make any inquiry into the background of Ronald Lewis before selecting, hiring, contracting and retaining him when it was known or should have been

known before he was hired that Ronald Lewis had a propensity to sexually abuse children and had a history of complaints made against him; failing to use reasonable care to correct and remove Ronald Lewis and continuing to retain him when it was known or should have been known to the defendants herein that Ronald Lewis had a history of complaints made against him and a propensity to sexually abuse children and in fact had sexually abused children and was sexually abusing children and that continuing to retain him would be likely to result in injury to others, including the plaintiff while plaintiff was still an infant; causing, permitting and allowing the plaintiff to be sexually abused while plaintiff was still an infant; and in otherwise being careless, negligent and reckless.

87. By reason of the forgoing, plaintiff, CALVIN FLING, sustained physical and psychological injuries, including but not limited to, severe emotional distress, humiliation, fright, dissociation, anger, depression, anxiety, family turmoil, a severe shock to her nervous system, certain internal injuries and has been caused to suffer physical pain and mental anguish, emotional and psychological damage as a result thereof, and, upon information and belief, some or all of these injuries are of a permanent and lasting nature; and plaintiff, CALVIN FLING, has been forced to abstain from the duties of her vocation, and has and/or will become obligated to expend sums of money for medical expenses.

88. That the amount of damages sought exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

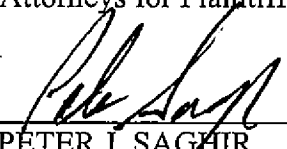
89. It is hereby alleged pursuant to CPLR 1603 that the foregoing cause of action is exempt from the operation of CPLR 1601 by reason of one or more of the exemptions provided in CPLR 1602, including but not limited to, CPLR 1602(5), 1602(7) and 1602(11).

WHEREFORE, the plaintiff demands judgment against the defendants, together with

compensatory damages, together with the interest, cost, and disbursements pursuant to the causes of action herein.

Dated: New York, New York
November 15, 2019

Yours etc.,
GAIR, GAIR, CONASON, RUBINOWITZ, BLOOM,
HERSHENHORN, STEIGMAN & MACKAUF
Attorneys for Plaintiff



PETER J. SAGHIR
80 Pine Street, 34th Floor
New York, New York 10005
(212) 943-1090

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

PETER J. SAGHIR, an attorney at law licensed to practice in the courts of the State of New York, states that affirmant is a partner with the firm of Gair, Gair, Conason, Rubinowitz, Bloom, Hershenhorn, Steigman & Mackauf, attorneys for the plaintiff in the within action; that affirmant has read the foregoing

VERIFIED COMPLAINT

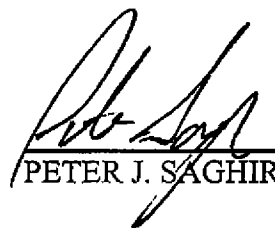
and knows the contents thereof; and that the same is true to affirmant's own knowledge except as to those matters therein stated to be alleged on information and belief and that as to those matters, affirmant believes them to be true.

Affirmant further states that the reason this verification is made by affirmant and not by the plaintiff is that the plaintiff is not within the County wherein affirmant maintains his office.

The grounds of affirmant's belief are investigation and data in affirmant's possession and consultations had with the plaintiff.

The undersigned affirms that the foregoing statements are true under penalty of perjury.

Dated: New York, New York
November 15, 2019


PETER J. SAGHIR